



# STATE OF MICHIGAN PROCUREMENT

Department of Natural Resources

525 W Allegan, Lansing, MI 48933

## CONTRACT CHANGE NOTICE

Change Notice Number **1**  
to  
Contract Number **220000001389**

<b>CONTRACTOR</b>	Michigan State University
	426 Auditorium Rd, Room 2 301 Administration Building
	East Lansing, MI 48824
	Diane Cox
	517-884-4243
	coxd@osp.msu.edu
	CV0048200

<b>STATE</b>	Program Manager	Melinda Cosgrove	DNR
		517-336-5043	
		Cosgrovem1@michigan.gov	
<b>Contract Administrator</b>		Kip Conley	DNR
		517-388-5956	
		Conleyk1@michigan.gov	

CONTRACT SUMMARY				
<b>DESCRIPTION:</b> Diagnostic Testing and Incineration				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
10/1/22	9/30/27	5 – 1 -year options	9/30/27	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		NA		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
NA				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$1,250,000.00		\$1,250,000.00	\$2,500,000.00	
<b>DESCRIPTION:</b> Effective 11/15/23, this Contract is increased by \$1,250,000.00 for the Department of Natural Resources and the Michigan Department of Agriculture and Rural Development use. All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement Services approval, and State Administrative Board approval on 11/14/23.				



**STATE OF MICHIGAN  
ENTERPRISE PROCUREMENT**  
Department of Natural Resources  
525 W Allegan, Lansing, MI 48933

**NOTICE OF CONTRACT**

NOTICE OF CONTRACT NO. **220000001389**  
between  
THE STATE OF MICHIGAN  
and

Michigan State University
426 Auditorium Rd, Room 2 301 Administration Building
East Lansing, MI 48824
Diane Cox
517-884-4243
coxd@osp.msu.edu
CV0048200

Program Manager	Melinda Cosgrove	DNR
	517-336-5043	
	Cosgrovem1@michigan.gov	
Contract Administrator	Kip Conley	DNR
	517-388-5956	
	Conleyk1@michigan.gov	

CONTRACT SUMMARY			
<b>DESCRIPTION: Diagnostic Lab and Incineration Services</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
10/1/22	9/30/27	5 – 1-year options	9/30/27
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		NA	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation ITN 22*0068. Orders for delivery will be issued directly by the Michigan Department of Natural Resources. In the event of any conflicts between the specifications, and terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			<b>\$1,250,000.00</b>



# STATE OF MICHIGAN

## STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Michigan State University (“**Contractor**”), a Michigan public university. This Contract is effective on October 1, 2022 (“**Effective Date**”), and unless terminated, expires on September 30, 2027.

This Contract may be renewed for up to five additional one-year periods. Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

The parties agree as follows:

- 1. Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Schedule A – Statement of Work** (the “**Contract Activities**”). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Schedule A.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State’s operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State’s quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition, except for normal wear and tear, as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State, except Contractor may release this information as required by institutional policy; (i) assign to the State any claims

resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all applicable State physical and IT security policies and standards when using State Facilities, accessing, possessing or controlling State Data or accessing State IT systems, which will be made available upon request. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

- 2. Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:	If to Contractor:
Kip Conley 525 W Allegan Lansing, MI 48933 Conleyk1@michigan.gov 517-388-5956	Stacy Salisbury Contract and Grant Administration Michigan State University 426 Auditorium Rd., Room 2 East Lansing, MI 48824 awards@cga.msu.edu 517-355-5040

- 3. Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a “**Contract Administrator**”):

State:	Contractor:
Kip Conley 525 W Allegan Lansing, MI 48933 Conleyk1@michigan.gov 517-388-5956	Diane Cox Office of Sponsored Programs Michigan State University 426 Auditorium Rd., Room 2 East Lansing, MI 48824 contractteam2@osp.msu.edu 517-355-5040

4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a “**Program Manager**”):

State:	Contractor:
Melinda Cosgrove Michigan State University – VDL 4125 Beaumont Road Lansing, MI 48910 517-336-5043 Cosgrovem1@michigan.gov	Bryan Green Business Office Supervisor Michigan State University – VDL 4125 Beaumont Road, #120 Lansing, MI 48910 517.432.5753 greenbr@msu.edu
	Nicole Hurst Administrative Business Analyst Office of Environmental Health and Safety 1449 Engineering Research Court, C-125 East Lansing, MI 48824 517.353.1319 minottni@msu.edu

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request.

6. **Insurance Requirements.** Contractor, at its sole expense, must maintain the insurance coverage identified below.. All required insurance must: (a) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (b) except for self-insured plans, be provided by a company with an A.M. Best rating of "A-" or better and financial size of VII or better. Contractor may self-insure with respect to the insurance types and coverage limits set forth in this section.

Required Limits	Additional Requirements
<b>Commercial General Liability Insurance</b>	
<u>Minimum Limits:</u> \$1,000,000 Each Occurrence Limit	

<p>\$1,000,000 Personal &amp; Advertising Injury Limit \$2,000,000 General Aggregate Limit</p> <p>\$2,000,000 Products/Completed Operations</p>	
<b>Automobile Liability Insurance</b>	
<p>If one or more motor vehicles are used to perform the Contract Activities, the Contractor must have vehicle liability insurance on any and all motor vehicles for bodily injury and property damage coverage as required by law.</p>	<p>Contractor must have their policy include Hired and Non-Owned Automobile coverage.</p>
<b>Workers' Compensation Insurance</b>	
<p><u>Minimum Limits:</u></p> <p>Coverage according to applicable laws governing work activities.</p>	
<b>Employers Liability Insurance</b>	
<p><u>Minimum Limits:</u></p> <p>\$500,000 Each Accident</p> <p>\$500,000 Each Employee by Disease</p> <p>\$500,000 Aggregate Disease.</p>	
<b>Privacy and Security Liability (Cyber Liability) Insurance</b>	
<p><u>Minimum Limits:</u></p> <p>\$1,000,000 Each Occurrence</p> <p>\$1,000,000 Annual Aggregate</p>	<p>Contractor's policy must include coverage for information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.</p>

If any of the required policies provide **claims-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the Effective Date of the Contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract

Activities; and (c) if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Contract Effective Date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or delivery order number, at Contract formation and within twenty (20) calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurance contained in this Section; (c) notify the Contract Administrator within five (5) business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

- 7. Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.
  
- 8. Intellectual Property Rights and Licenses.** For research related Contract Activities, State acknowledges that Contractor will be the sole and exclusive owner to all right, title, and interest in Contractor Data, and research related Contract Activities, excluding State Data. "Contractor Data" shall be defined as data collected from sources other than the State or data generated as the result of the research related Contract Activities. Contractor grants the State a royalty-free, perpetual, non-exclusive, irrevocable, and unlimited license to use, publish, or otherwise distribute all such research related Contract Activities, Contractor Data, materials, or ideas created and developed by Contractor under this Contract for non-commercial purposes, throughout the world. Ownership of anything created by Contractor shall be subject to 37 CFR Part 401. For Contract Activities that are Works Made for Hire as defined in Section 101 of the Copyright Act of 1976, Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual property rights.

- 9. Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.
- 10. Staffing.** The State's Contract Administrator may request, in good faith, Contractor to remove or reassign personnel by providing a notice to Contractor.
- 11. Background Checks.** Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018. Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment under this Contract. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks. Any background checks required by the State will be specified in the Statement of Work.
- 12. Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
- 13. Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule A.
- 14. Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"),

unless otherwise provided in Schedule A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver acceptable Contract Activities to the State. "Acceptable" and "Acceptance" shall mean that the work has been performed in accordance with the terms of the Contract. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part.

- 15. Terms of Payment.** Invoices must conform to the requirements as outlined in the terms of the Contract. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Schedule A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. All prices are exclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims

previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

- 16. Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Schedule A.
- 17. Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or delivery order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.
- 18. Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a written termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 25, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable

costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, and transition costs.

- 19. Termination for Appropriation or Budgetary Reasons.** The State may immediately terminate this Contract, in whole or in part without penalty for, non-or negative appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 26, Transition Responsibilities. If the State terminates this Contract for budgetary reasons, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.
- 20. Termination for Convenience.** The State may terminate this Contract with 30 days written notice to the Contractor, in whole or in part without penalty and for any reason. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 26, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, including non-cancellable obligations, as determined by the State, for State approved Transition Responsibilities.
- 21. Termination for Impossibility.** If, for any reason, the Principal Investigator (identified in the Statement of Work) is unable or unwilling to continue to serve, Contractor will first attempt to find a successor acceptable to the State, whose approval shall not be unreasonably withheld. If, however, after diligent efforts and a reasonable time, Contractor is unable to find an acceptable successor, Contractor may terminate this Contract with 30 days written notice to the State.
- 22. Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, copies of reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under

this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.

- 23. Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.
- 24. Limitation of Liability and Disclaimer of Damages.** **IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
- 25. Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 30 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, and only as it relates to the Contract or Contractor's ability to perform under the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
- 26. State Data.** All data and information provided to Contractor by or on behalf of the State is the exclusive property of the State ("**State Data**"). Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.

## 27. State Data.

- a. Ownership. The State's data ("**State Data**," which will be treated by Contractor as Confidential Information) includes: (a) the State's data provided, used, processed, or stored as the result of the Contract Activities; (b) personally identifiable information ("**PII**") collected, used, processed, stored, or generated as the result of the Contract Activities, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and, (c) personal health information ("**PHI**") collected, used, processed, stored, or generated as the result of the Contract Activities, which is defined under the Health Insurance Portability and Accountability Act (HIPAA) and its related rules and regulations. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This Section survives the termination of this Contract.
- b. Contractor Use of State Data. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Contract Activities, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Contract Activities. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Contract Activities, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This Section survives the termination of this Contract.
- c. Extraction of State Data. Contractor must, within five (5) business days of the State's request, provide the State, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of the State Data in the format specified by the State.
- d. Backup and Recovery of State Data. Unless otherwise specified in Schedule A, Contractor is responsible for maintaining a backup of State Data and for an orderly and timely recovery of such data. Unless otherwise described in

Schedule A, Contractor must maintain a contemporaneous backup of State Data that can be recovered within two (2) hours at any point in time.

- e. Loss or Compromise of Data. In the event of any act, error or omission, negligence, misconduct, or breach on the part of Contractor that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable: (a) notify the State as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (c) in the case of PII or PHI, at the State's sole election, (i) with approval and assistance from the State, notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or (ii) reimburse the State for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twenty-four (24) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) pay for any costs associated with the occurrence, including but not limited to any costs incurred by the State in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution; (g) without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence; (h) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and (i) provide to the State a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit

and identity monitoring services to be provided by Contractor. The State will have the option to review and approve any notification sent to affected individuals prior to its delivery. Notification to any other party, including but not limited to public media outlets, must be reviewed and approved by the State in writing prior to its dissemination. The parties agree that any damages relating to a breach of this Section are to be considered direct damages and not consequential damages. This section survives termination or expiration of this Contract.

- f. Security Accreditation Process. If Contractor or any of its subcontractor's IT systems will contain, store or receive any State Data, Contractor must assist the State at no additional cost with development, completion and on-going maintenance of a system security plan (SSP) using the State's automated governance, risk and compliance platform, which requires Contractor to submit evidence, upon request from the State, in order to validate Contractor's security controls. On an annual basis, or as otherwise required by the State such as for significant changes, re-assessment of the system's controls will be required to receive and maintain authority to operate (ATO). All identified risks from the SSP will be remediated through a Plan of Action and Milestones (POAM) process with remediation time frames based on the risk level of the identified risk. For all findings associated with the Contractor's solution, Contractor will be required to create or assist with the creation of State approved POAMs and perform related remediation activities. The State will make any decisions on acceptable risk, Contractor may request risk acceptance, supported by compensating controls, however only the State may formally accept risk.

**28. Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.

- a. Meaning of Confidential Information. For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of

confidentiality; (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, though, or on behalf of, the receiving party); or, (f) as required by law. For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.

- b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within five (5) calendar days from the date of termination, return to the other party any

and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State's legal ability to destroy Contractor's data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

## **29. Data Privacy and Information Security.**

- a. Undertaking by Contractor. Without limiting Contractor's obligation of confidentiality as further described, Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of State Data; (b) protect against any anticipated threats or hazards to the security or integrity of State Data; (c) protect against unauthorized disclosure, access to, or use of State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all employees, agents, and subcontractors of Contractor, if any, comply with all of the foregoing. In no case will the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable State IT policies and standards or their acceptable equivalent as solely determined by the State, when accessing, possessing or controlling State Data or accessing State IT systems.
- b. Reserved.
- c. Right of Audit by the State. Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Contract Activities and from time to time during the term of this Contract. During the providing of the Contract Activities, on an ongoing basis from time to time and without notice, the State, at its own expense, is entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. In lieu of an on-site audit, upon request by the State, Contractor agrees to complete, within 45 calendar days of receipt, an audit questionnaire provided by the State regarding Contractor's data privacy and information security program.

- d. Audit Findings. Contractor must implement any safeguards required by the contract as identified by the State or by any audit of Contractor's data privacy and information security program.
- e. State's Right to Termination for Deficiencies. The State reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this Section.

**30. Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for four (4) years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed and cannot be supported by the Contractor, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

**31. Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not knowingly infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are in accordance with the terms of the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties,

finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes;(h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.

- 32. Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
- 33. Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
- 34. Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and Executive Directive 2019-09. Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.
- 35. Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.

- 36. Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
- 37. Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
- 38. Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
- 39. Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

- 40. Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.

- 41. **Website Incorporation.** The State is not bound by any content on Contractor’s website unless expressly incorporated directly into this Contract.
- 42. **Schedules.** All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

<b>Schedule A</b>	Statement of Work
<b>Schedule B</b>	Pricing Matrix
<b>Schedule C</b>	Federal Provisions Addendum

- 43. **Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and schedules and exhibits which are hereby expressly incorporated, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR’S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.
- 44. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
- 45. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
- 46. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance

coverage, and confidentiality, will survive the expiration or termination of this Contract.

**47. Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a "Contract Change Notice"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

## SCHEDULE C

### Federal Provisions Addendum

This addendum applies to purchases that will be paid for in whole or in part with funds obtained from the federal government. The provisions below are required, and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

#### 1. Equal Employment Opportunity

If this Contract is a “**federally assisted construction contract**” as defined in 41 CFR Part 60-1.3, and except as otherwise may be provided under 41 CFR Part 60, then during performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or

applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such

direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## **2. Davis-Bacon Act (Prevailing Wage)**

If this Contract is a **prime construction contract** in excess of \$2,000, the Contractor (and its Subcontractors) must comply with the Davis-Bacon Act (40 USC 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), and during performance of this Contract the Contractor agrees as follows:

- (1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- (2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (3) Additionally, contractors are required to pay wages not less than once a week.

### **3. Copeland “Anti-Kickback” Act**

If this Contract is a contract for construction or repair work in excess of \$2,000 where the Davis-Bacon Act applies, the Contractor must comply with the Copeland “Anti-Kickback” Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled, and during performance of this Contract the Contractor agrees as follows:

- (1) Contractor. The Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or the applicable federal awarding agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12.

### **4. Contract Work Hours and Safety Standards Act**

If the Contract is **in excess of \$100,000** and **involves the employment of mechanics or laborers**, the Contractor must comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable, and during performance of this Contract the Contractor agrees as follows:

- (1) Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

## **5. Rights to Inventions Made Under a Contract or Agreement**

If the Contract is funded by a federal “funding agreement” as defined under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

## **6. Clean Air Act and the Federal Water Pollution Control Act**

If this Contract is **in excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act (33 USC 1251-1387), and during performance of this Contract the Contractor agrees as follows:

### **Clean Air Act**

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

### **Federal Water Pollution Control Act**

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.

3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

## **7. Debarment and Suspension**

A “contract award” (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (51 FR 6370; February 21, 1986) and 12689 (54 FR 34131; August 18, 1989), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the State. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **8. Byrd Anti-Lobbying Amendment**

Contractors who apply or bid for an award of **\$100,000 or more** shall file the required certification in Exhibit 1 – Byrd Anti-Lobbying Certification below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an

employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

## **9. Procurement of Recovered Materials**

Under 2 CFR 200.322, Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  - a. **Competitively within a timeframe providing for compliance with the contract performance schedule;**
  - b. **Meeting contract performance requirements; or**
  - c. **At a reasonable price.**
  
- (2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
  
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

## **10. Additional FEMA Contract Provisions.**

The following provisions apply to purchases that will be paid for in whole or in part with funds obtained from the Federal Emergency Management Agency (FEMA):

- (1) **Access to Records. The following access to records requirements apply to this contract:**
  - a. **The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.**

- b. **The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.**
- c. **The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.**
- d. **In compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.**

(2) Changes.

See the provisions regarding modifications or change notice in the Contract Terms.

(3) DHS Seal, Logo, And Flags

**The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.**

(4) Compliance with Federal Law, Regulations, and Executive Orders

**This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.**

(5) No Obligation by Federal Government

**The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the State, Contractor, or any other party pertaining to any matter resulting from the Contract.”**

(6) Program Fraud and False or Fraudulent Statements or Related Acts

**The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.**

**Exhibit 1 - Byrd Anti-Lobbying Certification**

Contractor must complete this certification if the purchase will be paid for in whole or in part with funds obtained from the federal government and the purchase is greater than \$100,000.

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

**The undersigned certifies, to the best of his or her knowledge and belief, that:**

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and

cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.**

**The Contractor, Michigan State University, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.**

E-SIGNED by Diane Cox  
on 2022-09-22 06:50:37 EDT

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**Signature of Contractor's Authorized Official**

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**Name and Title of Contractor's Authorized Official**

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**Date**

# **SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES**

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## **BACKGROUND**

The Michigan Department of Natural Resources Wildlife Disease Laboratory (MDNR WDL) is legally mandated under Michigan’s Compiled Laws 324.503 (1) to monitor the health and well-being of the wildlife in the State of Michigan and to respond to disease concerns and outbreaks.

The MDNR WDL processes thousands of samples annually. Without laboratory diagnostics the MDNR WDL would be basing diagnoses on a gross examination (necropsy) only. Many of the diseases diagnosed by the State can be suspected on necropsy examination but must be confirmed in laboratory testing. This is the case regardless of the entity that is carrying the disease (virus, bacteria, or the toxic substance). Some of the diseases which are diagnosed can only be diagnosed on microscopic examination or diagnostic testing (e.g., Eastern Equine Encephalitis),

Without laboratory diagnostics, samples would not be processed, resulting in the loss of crucial data used for wildlife management decisions. The MDNR WDL is known worldwide and provides detailed information on diseases in the State affecting its wildlife. It has a long history of involvement with health concerns of wildlife, and the relationship between human, wildlife and livestock disease.

The MDNR WDL requires confirmatory analyses and examinations on tissues from animals that are submitted to the MDNR WDL on an on-going basis throughout the year. It is critical that these tests/examinations be performed in a timely manner that allows the MDNR WDL to arrive at a diagnosis and report the results. In the event of a serious disease outbreak, the timely reporting of results is critical.

## **SCOPE**

This is a formal contract for diagnostic testing services for biological specimens and incineration disposal of tissues and lab waste. Testing services will include all of those listed in Attachment A (Pricing proposed and per current fee schedule.)

The contract includes incineration of tissue and lab waste – tissue specimens must be incinerated using appropriate Biosafety Level 1, 2 and 3 Protocols. The MDNR WDL generates over 50,000 pounds of waste per year that must be incinerated.

This contract is for laboratory testing services and incineration services for lab tissue and waste as requested by the MDNR WDL. Services are requested on an “as-needed” basis.

## **1. Requirements**

## 1.1. General Requirements

The Contractor must provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

The MDNR-WDL will request laboratory tests listed on Attachment A needed from Michigan State University's Veterinary Diagnostic Laboratory (MSU VDL).

Test results must be available on the internet at least within one week of the request for testing unless other arrangements are made with the Veterinarian-in-Charge of the MDNR WDL (or acting supervisor or lab manager if Vet-in-Charge position is vacant)). On occasion, the MDNR WDL must be notified immediately by phone at 517-336-5030. The contact's name will be listed on the testing request form.

### For Chronic Wasting Diseases (CWD) testing:

The laboratory must be part of the National Animal Health Laboratory Network through the United States Department of Agriculture, Animal and Plant Health Inspection Service (USDA APHIS). The laboratory must have capacity to accommodate and process 800 samples for CWD diagnosis by ELISA per day and up to 100 samples per day for IHC (or the laboratory must be able to process 5,000 CWD samples for the MDNR WDL in approximately 3 weeks.) The laboratory must use USDA APHIS approved diagnostic tools to assess CWD in cervids. CWD tests are approved by the USDA APHIS regulatory agency in accordance with the type of cervid (i.e., free ranging versus privately owned), species and tissue sampled (i.e., retropharyngeal lymph Node or/and brain obex). Return time for testing with ELISA must be 48 hours and results must be available on the internet.

If the Contractor's laboratory concludes that a CWD test is positive (therefore CWD-suspect), they will contact the MDNR WDL to determine whether or not the sample must be forwarded to the National Veterinary Services Laboratory for confirmation. Only counties where CWD has not been previously documented in the state require confirmation testing.

Non-harvest season CWD testing will occur from February 1<sup>st</sup> to September 30<sup>th</sup> of each year.

### Sample submission

1. The MDNR WDL will use MSU VDL submission forms (AD.ADM.Form.014 Necropsy/Biopsy Form) that are pre-printed with the account information. The MDNR WDL has three account numbers: 70132 for bovine tuberculosis (TB) testing, 26257 for CWD testing and 9012 for all other testing (which we call "necropsy").

2. Samples are packaged following MSU's Environmental Health & Safety instructions. They are placed in the MDNR WDL's locked pass-through window from the MDNR WDL's biosafety level 2 laboratory to the Lab Block hallway. The MDNR Lab staff enters the Lab Block, retrieve the samples and walk them down to the MSU VDL sample submission window.
3. CWD and bovine TB samples are also collected in the biosafety level 3 laboratory. The CWD samples (slices of lymph nodes or brain stem) are placed in a pass-through window. MSU VDL personnel pick them up from the outside of the window. Bovine TB samples collected in the biosafety level 3 laboratory are fixed and the containers are sanitized and then moved from the biosafety level 3 to the MDNR WDL biosafety level 2 laboratory, where the same procedure is followed as outlined in bullet 2 above.
4. MDNR WDL pathologists will work with the MSU VDL's pathologists regarding specific cases, what tests will be needed, and how the samples need to be submitted.
5. When the MSU VDL testing is complete, MDNR WDL will receive reports by fax and also have access to each of the three account reports at this website: [VDL Homepage | College of Veterinary Medicine at MSU](#)
6. The MDNR WDL will receive monthly billing statements for each account. If MDNR WDL has questions regarding the bill they will contact Nicole Weatherby at the MSU VDL's business office.

#### Incineration process

1. Materials for incineration are placed in ULAR carts that are lined with large heavy duty plastic bags. When a cart is full, the plastic is wrapped over the top and duct taped shut. These carts were made by MSU's Physical Plant to work specifically with the incinerator machinery and the weight of the cart is known.
2. When DNR has a full cart(s) in our biosafety level 2 laboratory cooler, one of the MDNRWDL necropsy staff will call the Office of Environmental Health & Safety personnel who works at MSU VDL and operates the incinerator.
3. The incinerator operator moves the carts from DNR's cooler to the incinerator and returns them empty. The incinerator room has a scale which measures the weight of the contents.
4. Carts filled in the biosafety level 3 laboratory are moved by the MDNR WDL directly into the coolers that are in the incineration room.

- 5. The MDNR WDL will receive quarterly bills for incineration from the Office of Environmental Health & Safety documenting the type of waste, number of pounds and cost.

**2. Service Requirements**

**2.1. Timeframes**

All Contract Activities must be delivered within 21 business days from receipt of order. The receipt of order date is pursuant to the **Notices** section of the Standard Contract Terms.

**3. Acceptance**

**3.1. Acceptance, Inspection, and Testing**

The State will use the following criteria to determine acceptance of the Contract Activities: Accurate and timely test results shall be provided to the MDNR WDL for review and acceptance.

**4. Staffing**

**4.1. Contractor Representative**

The Contractor must appoint a Business Office Manager and Incineration Manager specifically assigned to State of Michigan accounts, who will respond to State inquiries regarding the Contract Activities, answer questions related to ordering and delivery, etc. (the “Contractor Representative”).

The Contractor must notify the Contract Administrator at least 14 calendar days before removing or assigning a new Contractor Representative.

Lab Testing: Business Office Manager	Incineration
Bryan Green Business Office Supervisor Michigan State University – VDL 4125 Beaumont Road, #120 Lansing, MI 48910 517.432.5753 greenbr@msu.edu	Nicole Hurst Administrative Business Analyst Office of Environmental Health and Safety 1449 Engineering Research Court, C-125 East Lansing, MI 48824 517.353.1319 minottni@msu.edu

**4.2. Work Hours**

The Contractor must provide Contract Activities during the State’s normal working hours Monday – Friday, 7:00 a.m. to 6:00 p.m. EST and possible night and weekend hours depending on the requirements of the project.

**4.3. Disclosure of Subcontractors**

If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:

- The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.
- The relationship of the subcontractor to the Contractor.
- Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
- A complete description of the Contract Activities that will be performed or provided by the subcontractor.
- **Geographically Disadvantaged Business Enterprise Sub-Contractors:** If contractors plan to utilize subcontractors to perform more than 20% of the deliverables under this contract, at least 20% of that subcontracted work must be awarded to Michigan-based Geographically Disadvantaged Business Enterprises (GDBE). Contractor will submit a plan detailing all subcontractors to be used, including the percentage of the work to be done by each. Contractor must inform the State to the name and address of the GDBE, the percentage of the work they will complete, the total amount estimated to be paid to the GDBE, and provide evidence for their qualifications as a GDBE. If contractor cannot find GDBE subcontractors to meet this requirement they must provide reasoning and justification to receive an exemption from this requirement from the State. (Existing business relationships will not be an approved reason for this.)

**GDBE definition:** "Geographically-Disadvantaged Business Enterprise" means a person or entity that satisfies one or more of the following: (i) Is certified as a HUBZone Small Business Concern by the United States Small Business Administration. (ii) Has a principal place of business located within a Qualified Opportunity Zone within Michigan. (iii) More than half of its employees have a principal residence located within a Qualified Opportunity Zone within Michigan, or both.

#### 4.4. Security

The Contractor's staff may be required to make deliveries to or enter State facilities. The State may require the Contractor's personnel to wear State issued identification badges.

### 5. Project Management

#### 5.1. Project Plan

##### Quality Assurance Standards:

The Contractor must be accredited by the American Association of Veterinary Laboratory Diagnosticians (AAVLD) as a full-service animal diagnostic laboratory, all species. The quality standard used for accreditation is based on the *OIE Quality Standard and Guidelines for Veterinary Laboratories: Infectious Diseases, 2008*, entitled *AAVLD Requirements for an Accredited Veterinary Medical Diagnostic Laboratory*. The Quality Assurance program must be directed by a Quality Assurance Manager, who oversees the program and reports directly to the Director Laboratory.

The Quality Assurance Unit ensures that all tests performed by laboratories are appropriately controlled. One part of this effort is ongoing participation in a variety of proficiency test programs to confirm the accuracy of our test results. The laboratory must participate in programs administered by the National Veterinary Services Laboratories (Ames, IA), Centers for Disease Control and Prevention (Atlanta, GA), College of American Pathologists (Chicago, IL), and Veterinary Laboratory Associates (Oxford, CT).

## **5.2. Meetings**

The State may request other meetings, as it deems appropriate.

## **5.3. Reporting**

Test results must be available to the MDNR WDL within one week of the request for testing, unless other arrangements are made with the Veterinarian-in-Charge of the MDNR WDL (or acting supervisor or manager if the Vet-in-Charge position is vacant).

On occasion, the MDNR WDL must be notified immediately by phone at 517-336-5030. The contact's name will be listed on the testing services request form.

## **6. Pricing**

### **6.1. Price Term**

Pricing for this contract will be based on Michigan State University's published charges. Testing fees and incineration fees are published January 1<sup>st</sup> of each year.

### **6.2. Price Changes**

Changes may be either increases or decreases and may be requested by either party. An updated fee schedule must be RECEIVED IN WRITING AT LEAST 30 DAYS PRIOR TO THEIR EFFECTIVE DATE. In the event new prices are not acceptable, the Contract may be cancelled. The Contractor remains responsible for performing according to the Contract terms at the Contract price for all orders received before price revisions are approved or before the Contract is cancelled.

## **7. Ordering**

### **7.1. Authorizing Document**

The appropriate authorizing document for the Contract will be a Delivery Order.

## **8. Invoice and Payment**

### **8.1. Invoice Requirements**

All invoices submitted to the State must include: (a) date; (b) purchase order; (c) quantity; (d) description of the Contract Activities; (e) unit price; (f) shipping cost (if any); (g) vendor-generated invoice number and (h) total price. Overtime, holiday pay, and travel expenses will not be paid.

### **8.2. Payment Methods**

The State will make payment for Contract Activities via EFT.

### **8.3. Procedure**

Invoices will be reviewed by the Program Manager or Designee for accuracy and approval.

### **9. Liquidated Damages**

Late or improper completion of the Contract Activities will cause loss and damage to the State, and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, if there is late or improper completion of the Contract Activities the State is entitled to collect liquidated damages in the amount of \$1,000 and an additional \$100 per day for each day Contractor fails to remedy the late or improper completion of the Work.

# **SCHEDULE B – PRICING MATRIX**

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SEE ATTACHMENT A

# ATTACHMENT A

## Fee Schedule

The following tests and fees are provided for use by veterinarians. Veterinarians may request an account with the MSU VDL by calling the laboratory at 517.353.1683 or through our website, [animalhealth.msu.edu](http://animalhealth.msu.edu). Tests and fees are subject to change. For complete information about MSU VDL tests including specimen requirements, sample collection, and submittal procedures, please visit our test catalog available at [animalhealth.msu.edu](http://animalhealth.msu.edu). Please contact us with any questions about our services.

If you are an animal owner and wish to submit specimens, please contact your local veterinarian. Fees charged by veterinarians typically reflect the time, expertise, and expense necessary to draw the sample, ship it in an appropriate manner, and provide treatment advice based on interpretation of test results. It is standard for diagnostic fees charged by veterinarians to exceed the laboratory test price.

### Disease Symptom Panels

Code	Description	Price
95506	Adult Bovine Enteric Disease Panel	116.55
95505	Adult Bovine Respiratory Disease Panel	173.25
80126	Bovine Abortion Screen, PCR	84.00
80123	Bovine Viral Enteric Screen PCR	78.00
95504	Calf Enteric Disease Panel	103.95
95503	Calf Respiratory Disease Panel	185.85
80984	Canine Respiratory Disease Core Panel	131.00
80985	Canine Respiratory Disease Core Panel Plus	165.00
60993	Equine Diarrhea Panel + PHF	208.00
60994	Equine Diarrhea Panel, Adult	172.00
80989	Equine Neurologic Disease Core Panel	126.00
80131	Equine Respiratory Disease Core Panel	76.00
80987	Equine Respiratory Disease Core Panel Plus	104.00
80988	Equine Respiratory Disease Full Panel	146.00
60989	Equine Tick Core Panel	52.00
95994	Equine Wellness Panel	100.00
80100	Feline Respiratory Disease Core Panel PCR	110.00
80983	Feline Respiratory Disease Core Panel Plus	165.00
60995	Foal Diarrhea Panel	208.00
95501	Neonatal Calf Enteric Disease - Core Panel	94.50
95502	Neonatal Calf Enteric Disease - Full Panel	154.35
95500	Neonatal Calf Respiratory Disease Panel	130.20

### Bacteriology

Up to two (2) susceptibilities are included in the price of culture and susceptibility tests. Additional susceptibilities run and reported, or added on to a culture originally ordered with no susceptibility, are \$26 per susceptibility per culture.

Code	Description	Price
95998	Abortion Screen, Serum - Bovine	91.00
95997	Abortion Screen, Serum - Equine	37.00
95069	Additional Isolate PCR	30.00
95071	Additional Isolate Sequencing	60.00
95004	Anaerobic Culture	31.00
95005	Blood Culture & Susceptibility	65.00
95006	Body Fluid Culture	40.00

95007	Body Fluid Culture & Susceptibility	60.00
95051	Brucella Culture	48.00
95009	Campylobacter Culture	35.00
95996	Canine Vaccine Panel + Lepto	79.00
95010	Clostridium perfringens Culture	35.00
95025	PCR CLP	40.00
95012	Ear Culture & Susceptibility	65.00
60077	Equine Salmonella Screening Panel	68.00
95013	Fecal/Intestinal Culture	45.00
95014	Fecal/Intestinal Culture & Susceptibility	60.00
95015	Fungal Culture	36.00
95016	General Culture	40.00
95017	General Culture & Susceptibility	60.00
95018	Isolate Identification	40.00
95019	Isolate Identification & Susceptibility	60.00
95072	Johne's Direct PCR	33.00
95073	Johne's Direct PCR Pooled	38.00
95995	Lepto Urine & Serum if Positive	29.00
95052	Leptospira by PCR (Food Animal)	29.00
95053	Leptospira by PCR (Non-Food Animal)	43.00
95068	Leptospira MAT & PCR (Non-Food Animal)	63.00
95055	Leptospiral Microscopic Agglutination (Non-Food Animal)	27.00
95066	Leptospiral Microscopic Agglutination Expanded, Non-Food Animal	35.00
95040	Leptospiral Microscopic Agglutination (Food Animal)	20.00
95020	Listeria Culture	45.00
95021	Listeria Culture & Susceptibility	60.00
95043	Mastitis Culture	21.00
95044	Mastitis Culture & Susceptibility	27.00
95048	Mycobacterium Culture	88.00
95050	Mycobacterium Culture - Sterile	42.00
95057	Mycobacterium Paratuberculosis Cul. Maximum	45.00
95058	Mycobacterium Paratuberculosis Cul. Pooled Fecal	45.00

Bacteriology		
Code	Description	Price
95059	Mycobacterium Paratuberculosis Cul. Pooled Followup	32.00
95060	Mycobacterium Paratuberculosis Cul. Routine	37.00
95023	Mycoplasma Culture	27.00
95024	Mycoplasma/Ureaplasma Culture	42.00
95026	Reproductive Culture	40.00
95027	Reproductive Culture & Susceptibility	65.00
95028	Respiratory Culture	40.00
95029	Respiratory Culture & Susceptibility	60.00
95033	Salmonella Culture	30.00
95034	Salmonella Culture & Susceptibility	40.00
95064	Salmonella Culture, Enriched	40.00
95042	Salmonella Serotyping	40.00
60090	Streptococcus Equi PCR	41.00
95030	Tissue Culture	40.00
95031	Tissue Culture & Susceptibility	60.00
95032	Urine Culture & Susceptibility	60.00
95035	Wound Culture	40.00
95036	Wound Culture & Susceptibility	60.00

### Biopsy & Immunohistochemistry

Some types of tissues (eye; bone; tooth; amputated tail, limb, jaw, toe) will incur charges in addition to the standard biopsy fee due to processing required. Additional fees are also applied to full margin evaluation studies and are dependent on the longest dimension of the submitted sample. Multiple biopsies/tissues taken at the same time from the same animal will incur a small additional fee rather than a full biopsy charge for each. Please see below and/or the test catalog available at [animalhealth.msu.edu](http://animalhealth.msu.edu) for more information on additional fees.

Code	Description	Price
40001	Add'l H&E Slide	12.00
40016	Biopsy Consultation	55.00
40003	Biopsy, Standard	75.00
40020	Cut Slide	10.00
40004	Decalcification	27.00
40074	Diagnosis Confirmation	10.00
40066	Electron Microscopy	400.00
40015	Embed Only	10.00
40014	Embed, Cut and Stain H&E	13.00
40061	Feline Intestinal Lymphoma Panel	170.00
40017	H&E Stain	11.00
40006	Hemimandibulectomy/Hemimaxillectomy	70.00
40005	Immunohistochemistry (IHC) Stain	40.00
40100	In-Situ Hybridization	75.00
40090	Liver Biopsy Panel	160.00
40007	Margin Study <2cm	49.00
40009	Margin Study 2 to <4cm	75.00
40010	Margin Study 4 to <6cm	103.00
40011	Margin Study 6 to <8cm	135.00
40070	Margin Study 8 to <10cm	184.00

40071	Margin Study 10 to <12 cm	232.00
40072	Margin Study 12 to <14cm	280.00
40073	Margin Study >14cm	335.00
40062	Mast Cell Tumor (MCT) Prognostic Panel	210.00
40063	Melanoma Panel - Diagnostic	75.00
40064	Melanoma Panel - Prognostic	50.00
40012	Multiple Tissue/Tumor Charge	35.00
40069	Ocular Biopsy	27.00
40018	PCR Prep	5.00
40019	Special Stain	14.00
40075	Special Stain AgNOR (Silver)	60.00
40013	Toe/Hoof Biopsy	40.00

### Clinical Pathology

Code	Description	Price
10304	Albumin Fluid	25.00
10301	Albumin Serum	20.00
10431	Albumin/Globulin Ratio Serum (TP, Albumin, Globulin)	34.00
10314	Alkaline Phosphatase Fluid	25.00
10311	Alkaline Phosphatase Serum	20.00
10494	ALT Fluid	25.00
10491	ALT Serum	20.00
10324	Amylase Fluid	25.00
10321	Amylase Serum	20.00
11402	Antinuclear Antibody (ANA)	70.00
11711	Antithrombin III, Canine	47.00
11714	Antithrombin III, Feline	47.00
11704	APTT [Activated Partial Thromboplastin Time]	30.00
10484	AST Fluid	25.00
10481	AST Serum	20.00
11992	Bile Acid 2 Hour Post Prandial Only	39.00
11988	Bile Acid Fasting Only	39.00
11996	Bile Acid Profile (Fasting and 2 Hour)	58.00
11993	Bile Acid Random	39.00
10351	Bilirubin Profile Serum (Total, Direct, Indirect)	34.00
10345	Bilirubin, Total Fluid	25.00
10341	Bilirubin, Total Serum	20.00
11660	Blood Parasite	39.00
10704	Blood Type DEA 1.1 Canine	50.00
10374	BUN Fluid	25.00
10371	BUN Serum	20.00
10384	Calcium (total) Fluid	25.00
10381	Calcium (total) Serum	20.00
11600	CBC with Differential	45.00
11612	CBC with Differential & Hppt Fibrinogen	52.00
10767	CBC, Avian/Reptile/Amphibian/Fish	59.00
11997	Chemistry Profile Liver, Small Animal	63.00
10030	Chemistry Profile, Avian Maxi	47.00

Clinical Pathology		
Code	Description	Price
10010	Chemistry Profile, Bovine	52.00
10000	Chemistry Profile, Equine	58.00
10022	Chemistry Profile, Other Large Animal	55.00
10868	Chemistry Profile, Renal	43.00
10040	Chemistry Profile, Small Animal	58.00
10897	Cholesterol Fluid	25.00
10391	Cholesterol Serum	20.00
10404	CK Fluid	25.00
10401	CK Serum	20.00
11707	Coagulation Profile Large Animal	100.00
11712	Coagulation Profile, Canine	135.00
11700	Coagulation Profile, Feline	100.00
11701	Coagulation-Mini Auto (PT, APTT)	49.00
10641	Coombs Canine	87.00
10414	Creatinine Fluid	25.00
10411	Creatinine Serum	20.00
11271	Cytology Bone Marrow	90.00
11020	Cytology CSF	94.00
11200	Cytology Other Fluid (Includes Cell Count)	78.00
11297	Cytology Other Fluid (No Cell Count)	71.00
11000	Cytology Peritoneal Fluid	78.00
11100	Cytology Pleural Fluid	78.00
11294	Cytology Slide Only	72.00
11080	Cytology Synovial Fluid	85.00
11180	Cytology Wash/BAL (No Cell Count)	71.00
10871	Electrolytes Expanded Fluid	45.00
10050	Electrolytes Expanded Serum	37.00
10150	Electrolytes Fluid	31.00
10130	Electrolytes Serum	28.00
11351	Fecal Occult Blood (Herbivore)	28.00
11706	Fibrin Degradation Products (Plasma)	48.00
11710	Fibrinogen Estimated	20.00
11708	Fibrinogen Quantitative	51.00
10642	Flow Cytometric Canine RBC IgG Assay	83.00
10021	Fractional Clearance	96.00
11415	Fructosamine Serum	44.00
10424	GGT (GGTP) Fluid	25.00
10873	GGT Creatinine Ratio Urine	44.00
10421	GGT Serum	20.00
10444	Glucose Fluid	25.00
10441	Glucose Serum	20.00
11296	ICC - CD3/CD79a Profile	101.00
11516	IgG Equine	60.00
11972	IgG Llama	58.00
10899	Iron Serum	20.00
10454	Magnesium Fluid	25.00
10451	Magnesium (total) Serum	20.00

11240	Nucleated Cell Count Fluid	22.00
11650	Packed Cell Volume & Total Protein	19.00
20034	Phenobarbital post pill	37.00
10464	Phosphorus Fluid	25.00
10461	Phosphorus Serum	20.00
10885	Presurgical Profile Large Animal (CBC/ Hppt FIB, GGT, Creat)	69.00
10870	Presurgical Profile Small Animal (CBC, BUN, ALT)	63.00
11440	Protein Electrophoresis (Fluid)	97.00
11430	Protein Electrophoresis (Serum)	97.00
10865	Protein, Total Fluid	25.00
10501	Protein, Total Serum	20.00
11702	Prothrombin Time (PT)	30.00
11690	Reticulocyte (Automated)	30.00
11692	Reticulocyte (Manual)	30.00
10474	SDH (ID) Fluid	39.00
10471	SDH (ID) Serum	39.00
10869	Total Protein Creatinine Ratio Urine	49.00
10856	Triglyceride Serum	20.00
11973	Triglycerides Fluid	25.00
10514	Uric Acid Fluid	25.00
10511	Uric Acid Serum	20.00
11300	Urinalysis Complete	29.00

### Endocrinology

Code	Description	Price
20001	25-Hydroxyvitamin D	51.00
20002	Aldosterone, Baseline	31.00
20009	Aldosterone, Post	27.00
20024	Autoantibody (T3/T4)	21.00
20524	Calcitriol	51.00
20012	Canine Therapeutic Monitoring	50.00
20010	Canine Thyroid Diagnostic Profile	58.00
20218	Cortisol High dose DEX, Post	19.00
20318	Cortisol Low dose DEX, Post	19.00
20420	Cortisol post ACTH	19.00
20422	Cortisol Post DEX (Equine DEX Suppression)	19.00
20118	Cortisol Post TRH	19.00
20017	Cortisol, Baseline	20.00
20020	Endocrinology Interpretation	10.50
20006	Endogenous ACTH	35.00
20016	Feline Thyroid Profile (Premium)	64.00
20015	Feline Thyroid Profile (Standard)	36.00
20013	Feline Thyroid Profile + TSH (Premium)	70.00
20012	Feline Thyroid Profile + TSH (Standard)	50.00
20021	Free T4 by Dialysis	50.00
20007	Gastrin, Baseline	43.00
20025	Gastrin, Post	35.00
20032	Insulin and Glucose, Post	21.00

Endocrinology		
Code	Description	Price
20031	Insulin Autoantibody	21.00
20005	Insulin Like Growth Factor-1	68.00
20026	Ionized Calcium	12.00
20030	Malignancy Profile	84.00
20015	Non-Canine Thyroid Profile (Feline and Other Species)	36.00
20014	OFA Canine Thyroid Profile	76.00
20552	Oral Sugar Test, Equine	64.00
20254	Overnight Dex Suppression, Equine	39.00
20033	Parathyroid Hormone and Ionized Calcium	51.00
20004	Parathyroid Hormone Related Protein	56.00
20011	Premium Canine Thyroid Profile	78.00
20016	Premium Non-canine Thyroid Profile (Feline and Other Species)	64.00
20040	Premium T3 Suppression, Post	51.00
20013	Premium Therapeutic Monitoring	70.00
20037	Progesterone-Same Day	23.00
20008	Serum Insulin and Glucose, fasting	22.00
20038	Testosterone Baseline	23.00
20039	Testosterone post HCG	22.00
20022	Thyroglobulin Autoantibody	26.00
20016	Thyroid Profile Other Species (Premium)	64.00
20015	Thyroid Profile Other Species (Standard)	36.00
20023	Thyroid Stimulating Hormone	27.00
20041	Thyroid T3 Suppression, Post	25.00
20066	TRH Stimulation Test, Equine	69.00
20019	Urinary cortisol/creatinine	26.00
20035	Vitamin D Profile	68.00

Immunodiagnosics/Parasitology		
Code	Description	Price
90051	Anaplasma PCR	42.00
60033	Anaplasma phagocytophilum IFA	27.00
90006	Aspergillus AGID	17.50
90005	Avian Influenza AGID	9.50
60001	Babesia canis IFA Titer	32.50
60046	Babesia gibsoni IFA Titer	33.00
60003	Babesia sp. PCR	42.00
60061	Baermann Test for Lungworm Larvae	20.00
60041	Bartonella sp. PCR	42.00
90007	Blastomyces AGID	17.50
90008	Brucella abortus Plate Agglutination	10.00
90009	Brucella canis Antibody	28.00
60067	Brucella canis IFA Titer	27.00
90010	Brucella suis Plate Agglutination	10.00
60063	C. difficile ELISA	52.00
60062	C. perfringens ELISA	40.00
60996	Canine Donor Mini Panel	112.00
60998	Canine Donor Super Panel	126.00

60064	Clostridium ELISA Panel	84.00
90020	Coccidioides immitis AGID	17.50
90026	Cryptococcal Antigen Latex Agglutination	22.00
60026	Cryptosporidia	18.00
90041	Eastern Equine Encephalitis PCR	42.00
60027	Ectoparasite Screen	33.00
60010	Ehrlichia & Lyme Panel	69.00
60008	Ehrlichia canis IFA	27.50
60048	Ehrlichia canis PCR	42.00
60071	Epizootic Hemorrhagic Disease Virus PCR	42.00
60070	Equine Herpesvirus-5 PCR	42.00
60035	Fecal Sedimentation	21.00
60997	Feline Donor	79.00
90021	Fungal Serology	60.00
60024	Giardia Antigen Test	33.50
60019	Heartworm Antigen Test	24.00
60078	Hemoplasma PCR, Bovine	28.00
90025	Histoplasma AGID	17.50
60040	IDEXX 4DX	38.00
90052	Infectious Bronchitis Virus ELISA	10.50
90027	Johnes AGID	16.00
60075	Lawsonia PCR	42.00
60022	Leishmania IFA	32.00
60014	Lyme IFA	27.00
60059	Lyme PCR	42.00
60015	Lyme Western Blot	60.00
90022	M. gallisepticum HI	12.50
90029	M. gallisepticum Plate Agglutination	6.50
90023	M. meleagridis HI	12.50
90030	M. meleagridis Plate Agglutination	6.50
90024	M. synoviae HI	12.50
90033	M. synoviae Plate Agglutination	6.50
60034	Microfilaria Differentiation	26.50
60044	Mycoplasma/haemoplasma PCR (Canine)	42.00
60030	Mycoplasma/haemoplasma PCR (Feline)	50.00
60073	Mycoplasma Haemolamae PCR (Llama/ Alpaca)	42.00
60020	Neorickettsia risticii IFA	31.50
60038	Neorickettsia risticii PCR	42.00
60017	Neospora caninum cELISA	10.50
60016	Neospora caninum IFA	27.00
60043	Neospora caninum PCR	42.00
90053	Newcastle Disease Virus ELISA-Chicken	10.50
90015	Newcastle Disease Virus ELISA-Turkey	10.50
60029	Parasite Identification	38.00
90044	Porcine Circovirus Type 1 PCR	42.00
90043	Porcine Circovirus Type 2 PCR	42.00
60011	Qualitative Fecal	18.50
60012	Quantitative Fecal	22.50
60021	Rickettsia rickettsii IFA	27.00

Immunodiagnosics/Parasitology		
Code	Description	Price
60060	Rickettsia rickettsii PCR	42.00
90001	Salmonella pullorum Tube Agglutination	12.00
90002	Salmonella typhimurium Tube Agglutination	12.00
60004	Sarcocystis neurona IFA	53.00
60002	Sarcocystis neurona PCR	42.00
60006	Sarcocystis neurona Western Blot-CSF	70.00
60007	Sarcocystis neurona Western Blot-Serum	70.00
60013	Tick Borne Disease Antibody Screen	103.00
60066	Tick Identification	12.50
60065	Tick PCR	68.00
60037	Toxoplasma gondii IFA IgG & IgM	51.00
60031	Toxoplasma gondii IgG IFA	27.00
60032	Toxoplasma gondii IgM IFA	27.00
60042	Toxoplasma gondii PCR	42.00
60072	Tritrichomonas foetus PCR	42.00
90042	West Nile Virus PCR	42.00
90036	West Nile Virus VN Serum	32.00
Molecular Pathology		
Code	Description	Price
80215	B-cell Clonality PCR	159.00
80326	Centronuclear myopathy PCR	55.00
80354	CKCSID PCR	55.00
80243	c-Kit PCR Canine Combo (Exon 8 & 11)	130.00
80223	c-Kit PCR Exon 8 Canine	77.00
80213	c-Kit PCR Exon 11 Canine	77.00
80233	c-Kit PCR Exon 8 Feline	95.00
80343	Dermatofibrosis and Renal Tumor PCR	55.00
80327	Dystrophic epidermolysis bullosa PCR	55.00
80355	Epidermolytic Hyperkeratosis PCR	55.00
80356	Episodic Falling Syndrome PCR	55.00
80345	Exercise-Induced Collapse PCR	55.00
80349	F7 deficiency PCR	55.00
80328	Feline Pyruvate Kinase Deficiency PCR	55.00
80350	Hereditary cataracts PCR	55.00
80329	Hypertrophic cardiomyopathy Maine Coon PCR	55.00
80330	Hypertrophic cardiomyopathy Ragdoll PCR	55.00
80331	Hyperuricosuria PCR	55.00
80332	Ichthyosis PCR	55.00
80344	Junctional Epidermolysis Bullosa PCR	55.00
80333	Late onset ataxia PCR	55.00
80357	Malignant Hyperthermia PCR	55.00
80318	MDR-1 Mutation PCR	55.00
80358	Musladin-Lueke Syndrome PCR	55.00
80360	Narcolepsy in Doberman Pincher PCR	55.00
80359	Narcolepsy in Labrador Retrievers PCR	55.00

80348	Neonatal Encephalopathy with Seizures PCR	55.00
80334	Neuronal ceroid lipofuscinosis PCR	55.00
80346	Obesity PCR	55.00
80141	Papillomavirus PCR, E1 and L1 Genes	82.00
80347	Persistent Mullerian Duct Syndrome PCR	55.00
80335	Pituitary Dwarfism PCR	55.00
80336	Polycystic Kidney Disease PCR	55.00
80337	Primary Lens Luxation PCR	55.00
40092	Prognostic Molecular Mammary Tumor Panel	400.00
80338	Progressive Retinal Atrophy Golden Retriever PCR	55.00
80339	Progressive Retinal Atrophy PRCD PCR	55.00
80351	PTPN11 mutation PCR	55.00
80361	Shar Pei Autoinflammatory Disease PCR	55.00
80342	Skeletal Dysplasia PCR	55.00
80321	SOD-1A Mutation PCR	55.00
80320	SOD-1B Mutation PCR	55.00
80341	Spinal muscular atrophy PCR	55.00
80340	Spinocerebellar Ataxia PCR	55.00
80214	T-cell Clonality PCR	100.00
80366	Tibetan Genetic Panel PCR	230.00
80363	Tibetan Neuronal Ceroid Lipofuscinosis PCR	55.00
80364	Tibetan Progressive retinal atrophy 3 PCR	55.00
80365	Tibetan Progressive retinal atrophy RCD4 PCR	55.00
80362	Transmissible Venereal Tumor PCR	55.00
40091	Tyrosine Kinase and Tyrosine Kinase Receptor Panel	350.00
80314	Von Willebrand's Disease Type 1-A PCR	55.00
80315	Von Willebrand's Disease Type 1-B PCR	55.00
80319	Von Willebrand's Disease Type 2 PCR	55.00
80316	Von Willebrand's Disease Type 3-A PCR	55.00
80317	Von Willebrand's Disease Type 3-B PCR	55.00

### Necropsy & Cremation Services

Contact us at 517.353.1683 for more details on available cremation services.

Code	Description	Price
99200	After Hours Necropsy Handling Fee	240.00
30027	Amputated Limb, Gross/Microscopic Exam	180.00
99003	Cremains Return Handling Fee	45.00
99015	Cremation - Companion/Other	95.00
99215	Cremation - Equine	290.00
99315	Cremation - Food Animal	75.00
30025	Field Necropsy - Bovine	200.00
30024	Field Necropsy - Equine	210.00
30026	Field Necropsy - Other	210.00
30001	Full Necropsy Companion Animal	315.00
30002	Full Necropsy Equine	380.00
30003	Full Necropsy Farm Animal	200.00

Necropsy & Cremation Services		
Code	Description	Price
30004	Full Necropsy Other Species	210.00
30007	Gross Necropsy Farm Animal	100.00
30008	Gross Necropsy Other Species	105.00
30021	Necropsy Abortion - Bovine	285.00
30020	Necropsy Abortion - Equine	420.00
30022	Necropsy Abortion - Other	335.00
30010	Spinal Cord Removal	190.00

Nutrition		
Code	Description	Price
50218	Ash, Bone	65.00
50216	Beta Carotene, Feed	144.00
50215	Beta Carotene, Other	144.00
50217	Beta Carotene, Serum	31.00
50244	Beta Hydroxybutyrate	20.00
70053	Copper	31.00
50702	Electrolyte & Primary Trace Nutrient Panel	80.00
95993	Equine Wellness Panel Add-on	95.00
50247	Iodine Inorganic, Serum	31.00
50246	Iodine Total, Serum	31.00
50249	Iodine, Feed	45.00
50251	Iodine, Milk	31.00
50248	Iodine, Tissue	55.00
50245	Metabolic Profile	46.00
50255	Minerals, Fixed Tissue	60.00
50254	Minerals, Tissue	55.00
50998	NEFA Plus BHB	41.00
50243	Non-Esterified Fatty Acids	20.00
50701	Primary Trace Nutrient Panel	50.00
50700	Selenium & Copper Panel	36.00
50201	Selenium, Feed	45.00
50203	Selenium, Serum	31.00
50204	Selenium, Whole Blood	31.00
50206	Vitamin A, Feed	144.00
50209	Vitamin A, Other	144.00
50208	Vitamin A, Serum	31.00
50207	Vitamin A, Tissue	40.00
50256	Vitamin E, CSF	31.00
50210	Vitamin E, Feed	144.00
50213	Vitamin E, Other	144.00
50212	Vitamin E, Serum	31.00
50211	Vitamin E, Tissue	40.00
50229	Vitamin Profile, Serum	62.00

Toxicology		
Code	Description	Price
70066	Anticoagulants, Blood	105.00
70015	Anticoagulants, Tissue/Bait	120.00
70070	Arsenic Urine	33.00
70071	Bone Mineral Panel	90.00
70001	Bromide	46.00
70021	Convulsants	105.00
70023	Ethylene Glycol	70.00
70024	Fat, Bone Marrow	115.00
70006	GCMS General Organic Compounds Screen	180.00
70055	GCMS, Quantification	180.00
70029	Glomerular Filtration Rate/Iohexol Clearance	120.00
70057	Keppra (levetiracetam)	45.00
70019	Lead, Blood	36.00
70072	Macro Elements - Feed/Other	50.00
50255	Minerals, Fixed Tissue	60.00
50254	Minerals, Tissue	55.00
70059	Minerals - Water	70.00
70039	Nitrates	21.00
70038	Nitrates Quantification	45.00
70020	Pesticides, Chlorinated	250.00
70042	pH Determination	15.00
70063	Phosphine	80.00
70045	Polychlorinated Biphenyls	250.00
70069	Sodium Brain	55.00
70052	Strychnine	75.00
70200	Toxic Elements - DBS	105.00
70074	Toxic Elements - Feed/Other	50.00
70025	Toxic Elements - Fluid	70.00
70051	Toxic Elements - Soil/Sludge	70.00
70200	Toxic Elements in Whole Blood	63.00
70073	Trace Elements - Feed/Other	50.00
70060	Zinc	31.00
70056	Zonisamide	45.00

Virology		
Code	Description	Price
80302	AIV H5 PCR	16.00
80303	AIV H7 PCR	16.00
80107	Avian Influenza Virus PCR	41.00
80040	Bovine Coronavirus PCR	45.00
80201	Bovine Leukemia Virus ELISA	8.00
80129	Bovine Parainfluenza-3 Virus PCR	45.00
80124	Bovine Respiratory Screen PCR	160.00
80205	Bovine Respiratory Syncytial Virus PCR	45.00
80208	Bovine Rotavirus PCR	45.00
80007	Bovine Viral Diarrhea PCR	45.00
80991	Bovine Viral Diarrhea PCR - Ear	3.90

Virology		
Code	Description	Price
80009	Bovine Viral Diarrhea Type 1 VN	17.00
80008	Bovine Viral Diarrhea Type 2 VN	17.00
80041	Canine Adenovirus PCR	45.00
80047	Canine Adenovirus-2 VN	17.00
80323	Canine Circovirus PCR	45.00
80105	Canine Enteric Coronavirus PCR	45.00
80049	Canine Distemper Virus PCR	45.00
80050	Canine Distemper Virus VN	17.00
80015	Canine Herpesvirus PCR	45.00
80138	Canine Influenza Virus PCR	45.00
80039	Canine Parainfluenza-2 Virus PCR	45.00
80054	Canine Parvovirus HI	20.00
80104	Canine Parvovirus PCR	45.00
80101	Canine Vaccine Antibody Panel	52.00
80130	Canine Viral Resp. Screen PCR	110.00
80135	Caprine Arthritis Encephalitis Virus ELISA	10.50
80044	Caprine Arthritis Encephalitis Virus PCR	45.00
80010	Chlamydia PCR	45.00
80300	Classical Swine Fever PCR	50.00
80324	Duck Hepatitis Virus Type-1	45.00
80018	Equine Arteritis Virus PCR	45.00
80020	Equine Coronavirus PCR	45.00
80056	Equine Herpesvirus-1 PCR	45.00
80059	Equine Herpesvirus-1 VN	17.00
80256	Equine Herpesvirus-4 PCR	45.00
80112	Equine Infectious Anemia ELISA	11.00
80062	Equine Influenza Virus PCR	45.00
80022	Equine Rotavirus PCR	45.00
80301	Exotic Newcastle Disease Virus PCR	43.00
80064	Feline Calicivirus PCR	45.00
80066	Feline Calicivirus VN	17.00
80067	Feline Coronavirus PCR	45.00
80028	Feline Herpesvirus PCR	45.00
80031	Feline Herpesvirus VN	17.00
80137	Feline Leukemia Virus/Feline Immunodeficiency Virus ELISA	40.00
80027	Feline Leukemia Virus PCR	45.00
80035	Feline Panleukopenia HI	20.00
80033	Feline Panleukopenia PCR	45.00
80102	Feline Vaccine Screen	52.00
80024	Ferret Aleutian Disease PCR	45.00
80140	Ferret Coronavirus PCR Genotype 1 and Genotype 2	72.00
80036	Ferret Rotavirus A PCR	45.00
80071	Infectious Bovine Rhinotracheitis PCR	45.00
80073	Infectious Bovine Rhinotracheitis VN	17.00
80076	Infectious Laryngotracheitis PCR	45.00
80114	Malignant Catarrhal Fever PCR	45.00

80078	Newcastle Disease Virus PCR	43.00
80325	Porcine Deltacoronavirus	45.00
80322	Porcine Epidemic Diarrhea Virus	45.00
80090	Porcine Respiratory & Reproductive Syndrome PCR	45.00
80087	Porcine Rotavirus PCR	45.00
80096	Swine Influenza Virus PCR	45.00
80110	Transmissible Gastroenteritis PCR	45.00

**We're here to help make submitting samples convenient and efficient.**

The MSU VDL offers a wide variety of shipping options to meet the needs of every veterinary practitioner. We receive deliveries from the U.S. Postal Service as well as commercial carriers including UPS and Federal Express.

We offer complete shipping solutions that include either prepaid UPS overnight shipping or U.S. Mail prepaid delivery.

We can also provide copies of this fee schedule and submittal forms preprinted with your clinic information, free of charge.

**Shipping Solutions & Other Supplies**

Code	Description	Price
99604	Dried Blood Spot Kit	23.00
99028	Endo Normals	Free
99041	FedEx Billable Stamp - Stamp ONLY	16.00
99033	Fee Schedule	Free
99031	Form - Clin Path	Free
99025	Form - CTR	Free
99030	Form - Endo	Free
99035	Form - General	Free
99125	Form - Necropsy/Biopsy	Free
99021	Mailer - 12 Box UPS Prepaid	112.00
99121	Mailer - 12 Box U.S. Mail Prepaid	83.00
99022	Mailer - 24 Box UPS Prepaid	235.00
99122	Mailer - 24 Box U.S. Mail Prepaid	163.00
99221	Mailer - 3 Insulated w/UPS Return Delivery	73.00
99020	Mailer - 6 Box UPS Prepaid	64.00
99120	Mailer - 6 Box U.S. Mail Prepaid	45.00
99222	Mailer - 6 Insulated w/UPS Return Delivery	143.00
99603	Mailer - Bacti Enteric	27.00
99114	Mailer - Biopsy Large w/UPS	28.00
99124	Mailer - Biopsy Small w/UPS	17.00
99004	Mailer - Biopsy Small w/U.S. Mail	9.50
99220	Mailer - Insulated w/UPS Return Delivery	25.00
99224	UPS Billable Stamp - Stamp ONLY	16.00
99042	UPS Saturday Delivery - Stamp ONLY	32.00
99012	Tubes - Set of 5 Royal Blue	22.00